

# EXHIBIT A

## COMPLAINT

Case No. 20 TRT 00089 1B

## DISTRICT COURT CIVIL COVER SHEET

Carson City

County, Nevada

Case No.

2020 JUL 31 PM 1:44  
(Assigned by Clerk's Office)

REC'D &amp; FILED

2020 JUL 31 PM 1:44

**I. Party Information** (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

Defendant(s) (name/address/phone):

Christopher Watkins, on behalf of himself and all other similarly situated,

Rapid Financial Solutions, Inc., Cache Valley Bank,  
Axiom Bank N.A. and Does 1 through 10, inclusive

Attorney (name/address/phone):

Attorney (name/address/phone):

Mark R. Thierman, Joshua D. Buck, Leah L. Jones, Joshua R. Hendrickson

7287 Lakeside Dr.

Reno, NV 89511

**II. Nature of Controversy** (please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property	Negligence	Torts
<b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant <b>Title to Property</b> <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Foreclosure Mediation Assistance <input type="checkbox"/> Other Title to Property <b>Other Real Property</b> <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <b>Malpractice</b> <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	<b>Other Torts</b> <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input checked="" type="checkbox"/> Other Tort
Probate	Construction Defect & Contract	Judicial Review/Appeal
<b>Probate</b> (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Surviving Spouse <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate <b>Estate Value</b> <input type="checkbox"/> Greater than \$300,000 <input type="checkbox"/> \$200,000-\$300,000 <input type="checkbox"/> \$100,001-\$199,999 <input type="checkbox"/> \$25,001-\$100,000 <input type="checkbox"/> \$20,001-\$25,000 <input type="checkbox"/> \$2,501-\$20,000 <input type="checkbox"/> \$2,500 or less	<b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect <b>Contract Case</b> <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	<b>Judicial Review</b> <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency <b>Nevada State Agency Appeal</b> <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency <b>Appeal Other</b> <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ		Other Civil Filing
<b>Civil Writ</b> <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		<b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

07/31/2020

Date

Signature of initiating party or representative

See other side for family-related case filings.

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15 *Attorneys for Plaintiff and the Putative Classes*

16 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

17 **IN AND FOR CARSON CITY**

18  
19 CHRISTOPHER WATKINS, on behalf of  
himself and all others similarly situated,

20  
21 Plaintiff,

22 v.

23 RAPID FINANCIAL SOLUTIONS, INC.  
24 d/b/a/ ACCESS FREEDOM CARDS;  
CACHE VALLEY BANK; AXIOM BANK  
25 N.A.; and DOES 1 through 10, inclusive,

26 Defendants.  
27  
28

Case No.: 2020 CV 00893

Dept. No.: #

**CLASS ACTION COMPLAINT FOR VIOLATION OF:**

**(EXEMPT FROM ARBITRATION PURSUANT TO NAR 5)**

1. Electronic Fund Transfers Act (15 U.S.C. § 1693)
2. Nevada Deceptive Trade Practices Act (NRS § 598.092(8 and 14) and NRS 598.0923(3);
3. Conversion;
4. Unjust Enrichment; and
5. Unconstitutional Taking

1 COMES NOW Plaintiff Christopher Watkins, on behalf of himself and all others  
2 similarly situated brings this Class Action Complaint against Defendants RAPID FINANCIAL  
3 SOLUTIONS d/b/a/ ACCESS FREEDOM CARDS, CACHE VALLEY BANK, and AXIOM  
4 BANK N.A., as follows:

5 **INTRODUCTION**

6 1. This is a class action by a former prison inmate on behalf of himself and all those  
7 similarly situated who, upon release from custody, was required to accept the return of his own  
8 money in the form of a credit balance on a release debit card issued by Defendants, which was  
9 not the functional equivalent of cash or a check because the value of the cards quickly and  
10 permanently deteriorated. Just like the inmates who successfully sued the issuer of a similar  
11 release debit card in the recent decision of the Ninth Circuit Court of Appeals in the case of  
12 *Brown v. Stored Value Cards, Inc.*, No. 18-35735 (9th Cir. Mar. 16, 2020), Plaintiff alleges that  
13 this conduct is a violation of the federal Electronic Fund Transfers Act (15 U.S.C. § 1693(b)  
14 hereinafter also “EFTA”), Nevada Deceptive Trade Practices Act (NRS § 598.092(8) and (14),  
15 and NRS 598.0923(3), as well as violation of state common law counts for conversion and unjust  
16 enrichment.

17 2. Because there was no voluntary consent, there was no agreement based upon the  
18 free will of the parties, and any alternative dispute resolution provision in any purported  
19 agreement with Defendants is contrary to social policy, unconscionable and therefore void and  
20 unenforceable. To the extent that any Defendants claim to be a state actors, then they have  
21 violated the Takings Clauses of the Fifth and Fourteenth Amendment to the United States  
22 Constitution and Section 8(2) of Article 1 of the Nevada Constitution.

23 **JURISDICTION**

24 3. This Court has original jurisdiction over all Nevada state law claims herein, as  
25 this is a class action with claims in excess of 15,000 in the aggregate, and a request for injunctive  
26 relief.

27 4. This Court has concurrent and/or derivative jurisdiction over claims of violation  
28 of federal Electronic Funds Transfer Act (15 U.S.C. § 1693 *et seq.*, hereinafter the “EFTA”)

1 because they arise from the same transactions or occurrences, or the same set or nucleus of  
2 operative facts, as the state law claims alleged herein. The EFTA provides that suit to remedy  
3 claims of a violation of the may be brought in this Court, stating at 15 U.S.C. § 1693m(g):  
4 “Without regard to the amount in controversy, any action under this section may be brought in  
5 any United States district court, *or in any other court of competent jurisdiction*, within one year  
6 from the date of the occurrence of the violation.” (Emphasis supplied).

7 5. To the extent that Defendants may affirmatively claim that they were state actors,  
8 then this court has jurisdiction pursuant to 42 U.S.C. § 1983 for claims of violation of the Fifth  
9 and Fourteenth Amendment's Takings Clause, as well and Section 8(2) of Article 1 of the Nevada  
10 Constitution. Pursuant to NRS 41.031 *et seq.* there is no sovereign immunity for state actors  
11 from the non-constitutional claims as well.

12 6. Venue is proper in this District because each Defendant is subject to personal  
13 jurisdiction in this District and Plaintiffs charged him fees for using and/or maintaining his  
14 “Access Freedom” release debit card within this District, and thus a substantial part of the events  
15 or omissions giving rise to the claim occurred within this District.

#### 16 PARTIES

17 7. At all times relevant herein, Plaintiff CHRISTOPHER WATKINS is and was a  
18 natural born person who was in the custody of the State of Nevada Department of Corrections  
19 (“NDOC”) as an inmate at Stewart Conservation Camp for almost two years until his release on  
20 April 13, 2020, at which time, he returned to the state of Pennsylvania with a debit card.

21 8. At all times relevant herein, Defendant RAPID FINANCIAL SOLUTIONS, INC.  
22 d/b/a ACCESS FREEDOM CARDS is and was a corporation with its principle place of busines  
23 in North Logan, Utah, engaged in the business of issuing debit cards to governmental state and  
24 local governmental entities for use by correctional facilities as payment for sums owed to prison  
25 inmates during incarceration and upon release.

26 9. At all times relevant herein, Defendant CACHE VALLEY BANK is and was a  
27 privately held business entity doing business as an FDIC regulated bank with its principle place  
28 of business located at 101 North Main, Logan, UT 84321. Upon information and belief,

1 Defendant CACHE VALLEY BANK maintains the master card banking network access  
2 connection, holds the pooled account and holds each class member funds as directed by  
3 Defendant RAPID FINANCIAL SOLUTIONS, INC.

4 10. At all times relevant herein, Defendant AXIOM BANK N.A. is and was a  
5 nationally chartered community bank headquartered in Central Florida, that provides retail  
6 banking services, including checking, deposit, and money market accounts, through 19 branch  
7 locations, 17 of which are located inside select Walmart Supercenters. Upon information and  
8 belief, Defendant AXIOM BANK N.A. also maintains the master card banking network access  
9 connection, maintains the pooled account and holds class member funds as directed by Defendant  
10 RAPID FINANCIAL SOLUTIONS, INC.

11 **FACTS**

12 11. Over 650,000 prisoners are released from state and federal prisons annually.  
13 During the term of their incarceration, many earn wages from working at prison labor camps. In  
14 addition, some inmates have money credited to their trust accounts, referred to as putting money  
15 on their "Book" for purpose of buying goods for their use at the prison commissary. Finally,  
16 some inmates have had money taken from them at the time of incarceration and this money is  
17 held in trust by the prison for the inmate until release. All these sums are the property of the  
18 prisoner and must be returned to the prisoner at the time of the release.

19 12. Traditionally, when individuals were released from prisons, and other detention  
20 facilities, their jailers returned to them any wages earned but unspent during their term in prison,  
21 any monies that had accrued in the individual prisoner's trust account (remaining on the books  
22 of the commissary), or money taken at the time of incarceration in the form of cash or a check  
23 payable upon demand without discount or fee at any bank and/or state chartered savings and loan  
24 or other financial institution.

25 13. In many jurisdictions, however, instead of receiving their account balances in cash  
26 or check upon release, prisoners are automatically given their account balances in the form of a  
27 credit which can only be accessed by use of a prepaid debit cards, sometimes called a prison  
28



1 release card. According to article by NBC News entitled “Inmates Charged Fee After Leaving  
2 Jail.”<sup>1</sup>

3 With about 650,000 prisoners released from state and federal prisons  
4 and an estimated 12-million people processed through local jails  
5 nationwide each year, there’s a built-in market for these cards. But  
6 there’s also a cost, one that’s usually passed along to the inmates.

7 “These companies have a literally captive market where prisoners  
8 frequently complain of being overcharged, but do not have proper  
9 regulatory tools to protect themselves,” said Paul Wright at the  
10 Human Rights Defense Center. “It would be one thing if people  
11 were given the option of cash, a check or a debit card with fees, but  
12 there is no consumer choice. I find the whole process offensive and  
13 unfair.”

14 14. Defendant RAPID FINANCIAL SOLUTIONS contracts with governmental  
15 correctional and detention facilities like the State of Nevada Department of Corrections to  
16 provide prepaid card programs for use by the operators of correctional facilities to pay inmates  
17 who have earned wages during their term in prison, who have had money deposited in a trust  
18 account on their behalf for use at a commissary (money on the inmate’s “book”), or who have  
19 had cash taken from them at the time of incarceration the money that belongs to the inmate that  
20 must be paid to the inmate upon release from custody.

21 15. Defendant RAPID FINANCIAL SOLUTIONS offers governmental correctional  
22 facilities like the State of Nevada, Department of Corrections a method of paying these inmates  
23 their money without the expense of handling cash or writing individual checks to the inmate upon  
24 his or her release.

25 16. Defendant RAPID FINANCIAL SOLUTIONS give the correctional facility  
26 operators blank plastic debit cards with no value initially, which then is issued to the inmate with  
27 a credit balance equal to the amount owed to that inmate upon release.

28 <sup>1</sup> Available at <https://www.nbcnews.com/business/consumer/inmates-charged-fee-after-leaving-jail-n329151> (last visited July 22, 2020).

1           17. Defendant RAPID FINANCIAL SOLUTIONS in turn contracts with Defendants  
2 CACHE VALLEY BANK and/or AXIOM BANK N.A. as an issuing bank for its cards, and  
3 MasterCard as the payment network sponsor.

4           18. If, at the time of release from incarceration, the correctional institution has money  
5 due the inmate that must be returned to the inmate upon release, the inmate is given an release  
6 debit card, which Defendants label the "ACCESS FREEDOM CARD," which is a prepaid debit  
7 card loaded with a balance equal to the money that is owed the inmate. At the time of release,  
8 the card is activated and ready for immediate use.

9           19. Defendant RAPID FINANCIAL SOLUTIONS, INC, describes this portion of its  
10 business on its web pages at <https://rpdfin.com/government/> (last visited July 21, 2020) as  
11 follows:

12                           CORRECTION PAYOUTS MADE EASY AND EFFICIENT

13           With ReleasePay jails can reduce time, cost and workload by turning the manual,  
14 time-consuming task of writing checks into an easy automated process, freeing you  
15 up to focus on running your correctional facility. Processing jail payments is now  
easy, secure and streamlined.

16           ReleasePay helps jail administrators gain greater efficiency across their  
17 correctional facility by providing them with a digital money management solution.  
18 All inmate data entered at the local level is automatically updated into a secure  
19 centralized database, so the commissary records are accurate at all times. Extensive  
audit records help state auditors maintain control.

20           20. Defendants earn revenue from the fees that it charges cardholders. As a result,  
21 Plaintiff just like every inmate who is released from custody with an "ACCESS FREEDOM  
22 CARD," instead of cash or a check in the amount of money owed, is required to pay fees to  
23 Defendants in order to access his or her own money.

24           21. While in prison, plaintiff was voluntarily employed by the State of Nevada  
25 fighting fires for which he was paid 10 cents of every hour worked. One of the purposes of this  
26 job was to earn "walking money" to be paid when he was released from custody.

27           22. At the time of his release in April 2020, Plaintiff had earned and was credited with  
28 approximately \$400.00.



1           23.     Rather than provide Plaintiff with his money in cash or in the form of a check  
2 payable without discount at any bank, Plaintiff had no choice but to accept in lieu of cash, an  
3 “ACCESS FREEDOM CARD” provided by Defendant RAPID FINANCIAL SOLUTIONS, Inc.

4           24.     Immediately upon release, Plaintiff attempted to withdraw cash money to pay for  
5 transportation from the correctional facility using the card for the first time at a convenience store  
6 down the street from the prison facility. For reasons unknown, the card was declined, and  
7 Plaintiff was charged a fee. Plaintiff was unable to use the card for some time after his release,  
8 and had no cash or a check he could cash to pay for transportation or other costs of the journey  
9 home.

10          25.     As stated in the fee schedule attached hereto as Exhibit 1, Defendants charge  
11 cardholders a \$1.50 weekly maintenance fee, first charged only three days after card activation.  
12 There is also a \$2.75 fee for every ATM withdrawal in addition to any fee charged by the ATM  
13 itself. Other fees include a \$1.50 fee for each ATM balance inquiry made by the cardholder, and  
14 a \$2.75 fee for each attempted transaction that was declined at any location (plus whatever fee  
15 the ATM itself may charge) and a \$2.95 per card for lost or stolen card replacement. Generally,  
16 these fees exceed the fees charged by the card issuer in the case of *Brown v. Stored Value Cards,*  
17 *Inc.*, No. 18-35735 (9th Cir. Mar. 16, 2020).

18          26.     Defendants can charge and collect these exorbitant fees because their exclusive  
19 contracts with state and local agencies shield them from competitive market forces.

20          27.     Individuals who are released from any NDOC facility have no choice but to accept  
21 a “ACCESS FREEDOM CARD” provided by Defendant RAPID FINANCIAL SOLUTIONS.  
22 Inc. in lieu of receiving the return of their own money in the form of cash or check.

23          28.     The inmates do not voluntarily engage the company, enroll in the program, or take  
24 any affirmative steps to form any contractual relationship with Defendants herein or MasterCard.

25          29.     Plaintiff was a captive consumer for Defendants and Defendants took full  
26 advantage of Plaintiff’s complete lack of bargaining power by requiring Plaintiff to pay various  
27 exorbitant and/or unreasonable fees to retrieve his own money.  
28

30. Of course, Plaintiff would never have agreed to receive his money in the form of the extremely expensive "ACCESS FREEDOM CARD" provided by Defendant RAPID FINANCIAL SOLUTIONS, Inc. if he had been given any choice or bargaining power. Plaintiff never voluntarily consented to any term of any agreement with Defendants nor was there any valid consideration for any such agreement.

31. But, like the thousands of other former inmates that Defendants charge to spend their own money, Plaintiff had no choice to accept the release debit card and its onerous fees in order to obtain his own money upon release.

32. Plaintiff and the putative Class represent an involuntary market where consumers have no choice or say in whether they have to use prepaid debit cards to access their own money or not.

33. Plaintiff and members of Plaintiff class did not agree to any of the terms imposed by Defendants in any contract or writing, including any arbitration provision, since there was no freely given consent, and the consideration was the inmates own money which is inadequate as a matter of law. Any boilerplate contract with Defendants in this case made while the Plaintiff was still in prison is voidable, and hereby voided, on the grounds of duress because a Plaintiff and any class member making the claims here was forced to agree to such agreement by means of a wrongful threat of withholding the inmates own money, while still in the custody of the correctional facility, thereby precluding the exercise of free will necessary to establish consent.

34. In addition, the terms of any such agreement are communicated to the inmate either simultaneously with the issuance of the card, or afterwards.

35. The arbitration provisions of the agreement between Defendants herein and inmates was found not to be binding in the case of *Reichert v. Keefe Commissary Network, L.L.C.*, No. C17-5848RBL (W.D. Wash. Oct. 30, 2019).

## CLASS ACTION ALLEGATIONS

36. Plaintiffs reallege and incorporate by this reference all the paragraphs above in this Complaint as though fully set forth herein.

1           37. Plaintiff brings this action on behalf of themselves and all other similarly situated  
2 pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3) on behalf of the following classes: The  
3 Nationwide Card Class and the Nevada Card Class.

4           38. The **Nationwide Card Class** is defined as:

5 All persons who, upon release from a jail, prison, or detention  
6 facility, were provided with a prepaid card issued by Defendant  
7 RAPID FINANCIAL SOLUTIONS or its affiliates, and/or CACHE  
8 VALLEY BANK of Utah, or its affiliates, and/or Defendant  
9 AXIOM BANK N.A. of Florida, or its affiliates, in lieu of cash or a  
10 check for the balance of funds belonging to the inmate at time of  
11 release from custody and who were required to pay any fee in  
12 conjunction with the use or maintenance of the card except those  
persons who were released from prison in the State of Washington  
and who are members of the class certified in the case of *Reichert v.*  
*Keeffe Commissary Network, L.L.C.*, No. 3:17-cv-05848-RBL (W.D.  
Wash. May 8, 2019).

13           39. The **Nevada Card Class** is defined as

14 All persons who, upon release from a jail, prison, or detention  
15 facility, within the state of Nevada, and who were provided with a  
16 prepaid card issued by Defendant RAPID FINANCIAL  
17 SOLUTIONS or its affiliates, and/or Defendant CACHE VALLEY  
18 BANK of Utah, or its affiliates, and/or Defendant AXIOM BANK  
19 N.A. of Florida, or its affiliates, in lieu of cash or a check for the  
balance of funds belonging to the inmate at time of release from  
custody and who were required to pay any fee in conjunction with  
the use or maintenance of the card.

20           40. Plaintiff's situation is similar to all those they seek to represent because  
21 Defendants took money from Plaintiff and all other released inmates and provided instead a debit  
22 card that was not the functional equivalent of cash or a check because the value of the card  
23 quickly and permanently deteriorated due to fees and charges associated with its use and  
24 maintenance.

25           41. Common questions of fact and/or law exist whether the involuntary taking of  
26 money in exchange for a debit card that was not the functional equivalent of cash or a check, but  
27 worth less than the money taken from the inmate, 1) constitutes a violation Section 16931-1 of  
28 the Electronic Funds Transfer Act, which prohibits charging service fees to "general-use prepaid

1 cards,” 2) constitutes a violation of EFTA section § 1693i, which prohibits the issuance, absent  
2 certain disclosures, of unsolicited validated cards that provide access to a “consumer’s account,”  
3 3) violates NRS § 598.092 subsections 8 and 14 and NRS 598.0923(3) for all prisoners released  
4 from NDOC facilities, 4) constitutes conversion under state common law, and 5) constitutes  
5 unjust enrichment under state common law.

6 42. To the extent that Defendants plead an affirmative defense of state action, then  
7 there is a common question of law and fact of whether they were state actors, and if so, did their  
8 actions complained of herein constitute a governmental taking in violation of the Fifth and  
9 Fourteenth Amendment of the Constitution.

10 43. Upon information and belief, each class is sufficiently numerous because there is  
11 more than 1,000 Nevada Card Class members and more than 10,000 Nationwide Class Members  
12 within the applicable statute of limitations.

13 44. Plaintiffs’ claims are typical to those of fellow class members because each class  
14 member is and was subject to the same practices, plans, or policies as Plaintiff.

15 45. Plaintiff is an adequate representative of the class because 1) Plaintiff will fairly  
16 and adequately represent the interests of the Class; 2) Plaintiff is a member of the Class, Plaintiff  
17 has issues of law and fact in common with all members of the Class; and 3) Plaintiff does not  
18 have interests that are antagonistic to Class members. Plaintiff has retained counsel experienced  
19 in large class action and civil rights litigation who are financially able to bear the costs of this  
20 litigation.

21 46. A class action is superior to other available means for the fair and efficient  
22 adjudication of this controversy, since individual joinder of all members of the Class is  
23 impractical, and common claims of whether Plaintiffs and Class Members are entitled to  
24 compensation for the work activities performed predominate over individual issues. Class action  
25 treatment will permit a large number of similarly situated persons to prosecute their common  
26 claims in a single forum simultaneously, efficiently, and without unnecessary duplication of  
27 effort and expense. Furthermore, the expenses and burden of individualized litigation would  
28 make it difficult or impossible for individual members of the Class to redress the wrongs done to

1 them, while an important public interest will be served by addressing the matter as a class action.  
 2 Individualized litigation would also present the potential for inconsistent or contradictory  
 3 judgments.

#### 4 **FIRST CAUSE OF ACTION**

5 Violation of the Electronic Funds Transfer Act, 15 U.S.C. § 1693 et seq.  
 6 (On Behalf of Plaintiff and the Nationwide Card Class Against Defendants)

7 47. Plaintiff re-alleges and incorporates by reference all of the allegations of this  
 8 Complaint as stated above with the same force and affect as if fully restated herein.

9 48. The primary objective of the EFTA is to protect consumer rights by providing a  
 10 basic framework establishing the rights, liabilities, and responsibilities of participants in the  
 11 electronic fund and remittance transfer systems.

12 49. Among its consumer protection provisions, the EFTA prohibits the unsolicited  
 13 issuance to a consumer of an electronic fund transfer card that does not meet all of the EFTA's  
 14 unsolicited access device criteria. *See* 15 U.S.C. § 1693(i).

15 50. ETFA Section 1693i prohibits the issuance, absent certain disclosures, of  
 16 unsolicited validated cards that provide access to a "consumer's account." ETFA § 1693i(c) says  
 17 that a card is "validated when it may be used to initiate an electronic fund transfer."

18 51. ETFA Section 1693l-1 prohibits charging service fees to "general-use prepaid  
 19 cards" unless the card has not been used for 12 months and other requirements have been met.  
 20 ETFA § 1693l-1(b).

21 52. A general-use prepaid card is (1) "redeemable at multiple, unaffiliated merchants  
 22 or services providers, or automated teller machines"; (2) "issued in a requested amount"; (3)  
 23 "purchased or loaded on a prepaid basis"; and (4) "honored . . . by merchants for goods or  
 24 services, or at automated teller machines." ETFA § 1693l-1(a)(2)(A). A general-use prepaid card  
 25 does not include a card that "is not marketed to the general public." *Id.* § 1693l-1(a)(2)(D)(iv).

26 53. The "FREEDOM ACCESS" card issued by Defendants RAPID FINANCIAL  
 27 SOLUTIONS, CACHE VALLEY BANK and/or AXIOM BANK N.A. are issued to inmates, a  
 28 very large sub-set of the general population, when inmates are released from jail or prison, and  
 rejoin the general public.



1           54. Defendants RAPID FINANCIAL SOLUTIONS, CACHE VALLEY BANK  
2 and/or AXIOM BANK N.A. indirectly market the cards to released inmates.

3           55. Defendants RAPID FINANCIAL SOLUTIONS, CACHE VALLEY BANK  
4 and/or AXIOM BANK N.A. are financial institutions as defined by 15 U.S.C. § 1693a (9)  
5 because they directly hold accounts belonging to consumers.

6           56. Defendants RAPID FINANCIAL SOLUTIONS and/or Defendant CACHE  
7 VALLEY BANK and/or Defendant AXIOM BANK N.A. violated 15 U.S.C. § 1693(i) by issuing  
8 to consumers unsolicited electronic transfer cards that do not meet all of the EFTA's unsolicited  
9 access device criteria.

10          57. By the violations of the EFTA and conduct alleged above, Defendants RAPID  
11 FINANCIAL SOLUTIONS and/or Defendant CACHE VALLEY BANK and/or Defendant  
12 AXIOM BANK N.A. have caused and continue to cause Plaintiff and the Class damages.

13          58. Wherefore, Plaintiffs demand of Defendants, and each of them, return of all fees  
14 charged to Plaintiff and members of the Nationwide Card Class for use of the ACCESS  
15 FREEDOM debit Card, plus the maximum amount of statutory damages pursuant to 15 U.S.C.  
16 § 1693m-(a)(2)(b) and (a)(3), together with interest attorneys fees and costs, according to law.

17                                   **SECOND CAUSE OF ACTION**

18                                   Violation of NRS § 598.092 subsections 8 and 14 and NRS 598.0923(3)  
19                                   (On Behalf of Plaintiff and the Nevada Card Class Against Defendants)

20          59. Plaintiff re-alleges and incorporates by reference all the allegations of this  
21 Complaint above with the same force and affect as if fully restated herein.

22          60. The Nevada Deceptive Trade Practices Act (hereinafter also "NVDTPA") NRS  
23 § 598.092 subsections 8 and 14 provides that "A person engages in a "deceptive trade practice"  
24 when in the course of his or her business or occupation he or she: . . .

- 25           a. Knowingly misrepresents the legal rights, obligations, or remedies of a party to a  
26 transaction. (section 8) or
- 27           b. Knowingly takes advantage of another person's inability reasonably to protect his  
28 or her own rights or interests in a consumer transaction when such an inability is  
due to illiteracy, or to a mental or physical infirmity or another similar condition



1 which manifests itself as an incapability to understand the language or terms of  
2 any agreement. (section 14)

3 61. Under NRS 598.0923(3), “[a] person engages in a ‘deceptive trade practice’ when  
4 in the course of his or her business or occupation he or she knowingly...[v]iolates a state or federal  
5 statute or regulation relating to the sale or lease of goods or services.” NRS § 598.0923(3).

6 62. By the conduct describe above, Defendants and each of them has violated the  
7 provisions of Sections 8 and 14 of NRS § 598.092 and NRS § 598.0923(3).

8 63. Under the NVDTA, “[a]n action may be brought by any person who is a victim  
9 of consumer fraud.” Nev. Rev. Stat. § 41.600(1). A claim under the NVDTA “requires a ‘victim  
10 of consumer fraud to prove that (1) an act of consumer fraud by the defendant (2) caused (3)  
11 damage to the plaintiff.’”

12 64. Plaintiff and the members of the Nevada Class are each victims of consumer fraud  
13 who have suffered an ascertainable loss as a result of Defendants’ unlawful trade practices and/or  
14 unconscionable tactics.

15 65. Defendants’ unlawful trade practices and/or unconscionable tactics were willful.

16 66. Defendants’ unlawful trade practices have caused and continue to cause Plaintiff  
17 and the Nevada Class actual damages.

18 67. Wherefore, Plaintiffs demand of Defendants, and each of them, return of all  
19 fees charged to Plaintiff and members of the Nevada Card Class for use of the ACCESS  
20 FREEDOM debit Card, plus triple damages pursuant to NRS 42.005, interest, attorneys fees and  
21 costs as allowed by law.

### 22 **THIRD CAUSE OF ACTION**

#### Conversion

23 (On Behalf of Plaintiff and the Nevada Card Class Against Defendants)

24 68. Plaintiff re-alleges and incorporates by reference all of the allegations of this  
25 Complaint with the same force and affect as if fully restated herein.

26 69. Defendants, and each of them, have performed each of the elements of a claim for  
27 a common count claim of conversion, which in Nevada, are:  
28

- a. A distinct and intentional act of dominion by one which is wrongfully exerted over the property of another;
- b. Act committed in denial of, or inconsistent with the rightful owner's use and enjoyment of the property;
- c. Act committed in derogation, exclusion, or defiance of the owner's rights or titled in the property; and
- d. Causation and damages.

70. Defendants have wrongfully collected fees from Plaintiff and members of the Class and have taken specific and readily identifiable funds from Plaintiff and the members of the Class in payment of these fees in order to satisfy these fees charged unlawfully. Defendants, without proper authorization, assumed and exercised the right of ownership over these funds, in hostility to the rights of Plaintiff and the Class, without legal justification, and with full knowledge that the conduct complained of herein was unlawful. See, e.g. *Reichert v. Keefe Commissary Network, L.L.C.*, No. C17-5848RBL (W.D. Wash. Oct. 30, 2019); *Brown v. Stored Value Cards, Inc.*, No. 18-35735 (9th Cir. Mar. 16, 2020).

71. Defendants continue to retain these funds unlawfully and without the consent of Plaintiff or the Class.

72. Defendants intend to permanently deprive Plaintiff and the Class of these funds.

73. These funds are properly owned by Plaintiff and the Class, not Defendants herein, who now claim that they are entitled to their ownership, contrary to the rights of Plaintiff and the Class.

74. Plaintiff and the members of the Class are entitled to the immediate possession of these funds.

75. Defendants have wrongfully converted these specific and readily identifiable funds.

76. Defendants' wrongful conduct is continuing.

77. NRS § 598.0953 states that: "The deceptive trade practices listed in NRS 598.0915 to 598.0925, inclusive, are in addition to and do not limit the types of unfair trade

1 practices actionable at common law or defined as such in other statutes of this State.” Conversion  
2 is an action at common law.

3 78. As a direct and proximate result of Defendants’ wrongful conversion, Plaintiff  
4 and the Class have suffered and continue to suffer damages.

5 79. Wherefore, Plaintiffs demand of Defendants, and each of them, return of all fees  
6 charged to Plaintiff and members of the Nevada Card Class for use of the ACCESS FREEDOM  
7 debit Card, plus triple damages pursuant to NRS 42.005, interest, attorneys fees and costs as  
8 allowed by law.

#### 9 **FOURTH CAUSE OF ACTION**

##### 10 **Unjust Enrichment**

11 (On Behalf of Plaintiff and the Nevada Card Class Against Defendants)

12 80. Plaintiff re-alleges and incorporates by reference all of the allegations of this  
13 Complaint above with the same force and affect as if fully restated herein.

14 81. Defendants have been unjustly enriched by their assessment of fees upon Plaintiff  
15 and the Nevada Card Class that are unfair, unconscionable, inflated, and oppressive.

16 82. The circumstances are such that it would be unjust and inequitable for Defendants  
17 to retain the benefit that they unjustly received from Plaintiff and the Nevada Card Class.

18 83. NRS § 598.0953 states: “The deceptive trade practices listed in NRS 598.0915 to  
19 598.0925, inclusive, are in addition to and do not limit the types of unfair trade practices  
20 actionable at common law or defined as such in other statutes of this State.”

21 84. Unjust enrichment is actionable at common law.

22 85. Plaintiff and the Nevada Card Class have suffered and continue to suffer actual  
23 damages as a result of Defendants’ unjust retention of proceeds from their acts and practices  
24 alleged herein

25 86. Wherefore, Plaintiffs demand of Defendants, and each of them, return of all fees  
26 charged to Plaintiff and members of the Nevada Card Class for use of the ACCESS FREEDOM  
27 debit Card, plus triple damages pursuant to NRS 42.005, interest, attorneys fees and costs as  
28 allowed by law.

**FIFTH CAUSE OF ACTION**

**Unconstitutional Taking**

(On Behalf of Plaintiff and the Nevada Card Class Against Defendants)

87. Plaintiff re-alleges and incorporates by reference all of the allegations of this Complaint as stated above with the same force and affect as if fully restated herein.

88. Defendants are not acting like an agency of the government in performing the acts described in this complaint.

89. Notwithstanding, if the Defendants claim to be a state actors, then Defendants are subject to the provision of the Constitution of the State of Nevada for all acts occurring in Nevada, and the United States Constitution.

90. Section 8, subsections 2 and 3 of Article 1 of the constitution of the state of Nevada states:

2. No person shall be deprived of life, liberty, or property, without due process of law.

3. Private property shall not be taken for public use without just compensation having been first made, or secured, except in cases of war, riot, fire, or great public peril, in which case compensation shall be afterward made.

91. A state actor may not deprive any person of property without just compensation and without due process pursuant to the Fifth and Fourteenth Amendment to the United States Constitution and Section 8, subsections 2 and 3 of Article 1 of the constitution of the state of Nevada.

92. To the extent Defendants may be considered state actors, then they have caused and continue to cause Plaintiff and member of the Nevada Class actual damages by violation of the Fifth and Fourteenth Amendment to the United States Constitution and Section 8, subsections 2 and 3 of Article 1 of the constitution of the state of Nevada.

93. Wherefore, Plaintiff demands of Defendants, and each of them, return of all fees charged to Plaintiff and members of the Nevada Card Class for use of the ACCESS FREEDOM debit Card, together with interest, attorneys fees and costs as allowed by law.

**PRAYER**

**WHEREFORE**, Plaintiff, on behalf of herself and on behalf of the Nationwide Card Class and the Nevada Card Class, prays for the following relief:

1. An order certifying this case as a class action and appointing Plaintiff and the undersigned counsel to represent the Classes;
2. Declaration, judgment, and decree that Defendants RAPID FINANCIAL SOLUTIONS, INC., CACHE VALLEY BANK and/or AXIOM BANK N.A. conduct as alleged herein:
  - a. Violates the EFTA;
  - b. Constitutes conversion; and
  - c. Constitutes unjust enrichment;
3. Declaration, judgment, and decree that Defendants RAPID FINANCIAL SOLUTIONS, INC., CACHE VALLEY BANK and/or AXIOM BANK N.A. conduct alleged herein violates the NVIDTPA;
4. Damages to Plaintiff and the Classes to the maximum extent allowed under state and federal law;
5. Restitution and/or disgorgement of ill-gotten gains;
6. An injunction against future violations of the EFTA;
7. An injunction requiring corrective measures to be taken to prevent Defendants from engaging in the above-described misconduct;
8. Pre- and post-judgment interest;
9. Reasonable attorneys' fees;

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1       10.     Costs and disbursements of the action; and

2       11.     Such other relief, in law and equity, as this Court may deem just and proper.

3  
4     DATED this 30<sup>th</sup> day of July 2020

5                     Respectfully Submitted,

6                     THIERMAN BUCK LAW FIRM

7                     /s/

8                     Mark R. Thierman

9                     Joshua D. Buck

10                    Leah L. Jones

11                    Joshua R. Hendrickson

12                    GABROY LAW OFFICE

13                    Christian Gabroy

14                    Kaine Messer

15                    HENDRON LAW GROUP, LLC

16                    Lance J. Hendron

17                    *Attorneys for the Plaintiff*






## **EXHIBIT 1**

## **EXHIBIT 1**

# Manage Your Money Your Way


Check your balance or change any personal information (numbered) three different ways:

-  **Register online at**  
[www.AccessFreedom.com](http://www.AccessFreedom.com)
- OR-**
-  **Download the *currencie* mobile app**
- OR-**
-  **Call 877-287-2448**

Funds are available immediately once the account has been loaded.

Use your card anywhere MasterCard® is accepted to make purchases.

Or register for more options to use your money such as transfer to a bank, PayPal, gift cards, or a paper check.

 **Download the *currencie* App** from the App Store or Google Play Store to check your balance and transaction history.

   
App Store for iOS  
Google Play Store for Android

**CUSTOMER SERVICE**  
**877-287-2448**

39.20  
12.22  
10.60  
8.47

Category	Per month	Additional
Monthly fee	\$1.50*	\$0
ATM balance inquiry	\$1.00	\$2.75
Customer service	\$0	
inactivity	\$0	
We charge 2 other types of fees. They are:		
ATM decline	\$2.75	
Card replacement	\$2.99	
*Fee based on a violation does not apply if card is replaced or 60 days after card is issued if not activated.		
<b>No overdraft/credit features.</b> Your funds will be held or transferred to Action Bank, per FDIC required notification. For detailed information about prepaid accounts, visit <a href="http://www.actionbank.com">www.actionbank.com</a> . Other bank deposits and services for risk free and services in the Cardholder Agreement on the reverse side of this card apply.		

## WAYS TO AVOID FEES

**Do not use your card to "Pay at the Pump" at stations.** This use of the card will result in a surcharge fee of 3.5% to 4.5% on the transaction. You can avoid this fee by using an ATM or making a purchase.

**Know your balance** and check your balance on the app, the app or call before using an ATM or making a purchase.

**For best success** run your card as debit to avoid fees. Use cash advance to remove your entire card balance charge by visiting any MasterCard® prepaid financial institution. You can run your card as debit when you make a transaction and ask for cash back.

**Utilize the direct deposit transfer service** to send a cash item your card to your bank account.

**Check your balance online** or through customer service before using an ATM to avoid a decline fee.

**If your card is rejected at an ATM, never attempt over and over again.** Some ATM providers impose a fee even for declined transactions. The card provider also imposes a fee for declined transactions.

**Watch gratuity** as some new hotels may authorize your card up to 25% more than the room rate to allow for gratuity. Hotels can cause declined transactions and incur a decline fee.

**Update your temporary PIN before use.** Do this by calling 877-287-2448.

**To avoid maintenance fees,** use your card in a timely manner. See fee table for details.

**If you want to split your payment** between this card and another form of payment, you must update the card on the app. If you want to split your payment, be sure you have the balance on your card at the time of the split payment.

# ACCESS FREEDOM




## GET STARTED

with these options to receive your money.



## Use Your Card

for immediate access to your money.





-  Use your card anywhere MasterCard® is accepted.
-  Get cash back when you make a debit transaction.
-  Download the *currencie* app to check your balance and transaction history or register for the options below.

-OR-

## Register Your Card

for additional ways to use your money.

Register online at the website on the back of your card or through the mobile app. Use all these options below at no cost.

-  Move money to a bank account.
-  Send money to PayPal.
-  Buy gift cards.
-  Request a paper check.

INDIVIDUALS WHO BELIEVE THE CARD IS NOT THEIRS AND NOW CONSIDER IT WILL BE LIMITED TO THE LOSS OF THE CARD. ANY LOSS OF THE CARD WILL BE LIMITED TO THE LOSS OF THE CARD. ANY LOSS OF THE CARD WILL BE LIMITED TO THE LOSS OF THE CARD. ANY LOSS OF THE CARD WILL BE LIMITED TO THE LOSS OF THE CARD.

-100 + fees



**C15NAYDOC**

Para conocer los términos y condiciones con los que se otorga la tarjeta de acceso, visita [www.accessfreedomcard.com](http://www.accessfreedomcard.com)



**CARDHOLDER AGREEMENT**

(Effective June 2019)

This Cardholder Agreement (this "Agreement") sets forth the terms of your prepaid Card. Please read it carefully and retain it for your records. If you do not agree to these terms, do not use the card; or if you would like to cancel call Customer Service at 1-877-287-2448. Otherwise, your acceptance and/or use of the Card will be evidence of your agreement to these terms.

**NOTE: THIS AGREEMENT REQUIRES CERTAIN DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION, RATHER THAN BY JURY TRIAL. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.**

**Definitions.** In this Agreement, the words "you" and "your" mean the Cardholder. "Bank," "we," "us," and "our" mean Alton Bank, N.A., the issuer of the Card, or anyone to whom we assign our rights. "Card" means the network branded card that is issued to you.

**Consent.** Individuals who believe they have received this card non-consensually will be entitled to full refund of any fees charged to the card. Individuals can claim their full balance by visiting [disputeus.com](http://disputeus.com) or calling the number on the back of the card. Identification. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who registers a Card. When you request or agree to register a Card, you authorize the party giving you the Card to provide us with your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents and may use resources such as credit bureaus or other means to verify your identity information. Using Your Card. Your Card is active right now and can immediately be used to access available funds that have been "loaded" to the Card. You do not need to call us to activate the Card. If you find that your card is not active, please visit the website on the back of your card to activate it.

You may use your Card to purchase goods and services anywhere MasterCard® debit cards are accepted and to access cash at ATMs of financial institutions displaying the MasterCard®, Pulse®, or Maestro® name and/or logo. Each time the Card is used to purchase goods or services or to withdraw cash at ATMs, you authorize us to charge that amount (and any applicable fees) against your Card's available balance. You may not give or transfer your Card to another person for their use.

You will be required to input your personal identification number ("PIN") in order to access cash at ATMs and to purchase goods or services at some point-of-sale ("POS") terminals. Please refer to the activation label on your Card for your temporary PIN number. You should promptly change your temporary PIN by calling Customer Service at 1-877-287-2448. You agree not to disclose your PIN to others. ATM Receipts. You can get a receipt at the time you make any withdrawal with your Card using one of our ATMs.

**Balance and Transaction Information.** You can obtain information about the current available balance on your Card and a description of recent transactions by calling Customer Service at 1-877-287-2448, visiting the website on the back of your card, downloading our "CurrentCard" Mobile App or sending a written request to P.O. Box 6425, North Logan, Utah 84341.

**Limitations.** Subject to your available balance, you may use your Card to make withdrawals at ATMs and purchase goods or services up to the aggregate amount of \$3,500 per day. You may not conduct more than five ATM or twenty purchase transactions on any single day. For security reasons, there may be times when we further limit these amounts. You may not use your Card for any unlawful purpose or to conduct Internet gambling transactions.

The maximum amount that can be loaded to the Card is \$9,700. Interest will not be paid to you for any amount loaded on the Card. The Card is non-reloadable with additional funds other than by the facility that provided the card, if applicable. This means that you cannot add amounts to the Card balance after it is issued. There is no credit card, credit line, overdraft protection, or deposit account associated with your Card. Your Card is not transferable and may only be used by you.

**FDIC Insurance.** The money credited to your Card will be held in a custodial account at the Bank. Funds in the custodial account are insured by the FDIC to its maximum limit.

**Unclaimed Property.** We may transfer (escheat) your Card balance to the appropriate state if no activity occurs in the Card and you fail to communicate with us regarding your Card within the time period specified by state law. If funds are transferred to the state, you may file a claim with the state to recover the funds. **Cancellation and Suspension.** We may cancel or suspend Card privileges without cause or prior notice, except as otherwise required by law. We may refuse to process any transaction that we believe may violate the terms of this Agreement or may be unauthorized. You may cancel your Card by calling Customer Service at 1-877-287-2448.

**We will attempt to notify you if we decide to cancel or suspend your use of the Card.** You agree not to use or allow others to use an expired, cancelled, suspended or otherwise invalid Card. Our cancellation or suspension of Card privileges will not otherwise affect your rights and obligations under this Agreement. If we cancel or suspend your Card privileges through no fault of yours, you will be entitled to a refund of the remaining balance without charge.

**ATTENTION!**

Online Registration will secure transactions at your funds. Please visit [www.altonbank.com](http://www.altonbank.com) for additional protection and benefits such as Mobile Alerts, 24/7 Transaction Alerts, Fraud Protection, and to Upgrade to a General Purpose Reloading Bank Card

Use your card where you see these symbols:



Investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Your Liability for Unauthorized Transactions.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money loaded on your Card.

If you are a Registered Cardholder (an individual who has been verified online by providing personal identification information) and tell us within two business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if you become aware of or otherwise suspect transactions that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within 60 days after the

transaction is first made available by visiting the website on the back of your card, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Warning regarding unverified prepaid accounts.** It is important to register your Card as soon as possible. Until you register your account to verify your identity, we are not required to research or resolve any errors regarding your account. Register at the site on the back of your Card. As such, protect your Card as you would your cash. We will not reimburse you for any unauthorized transactions which occur prior to the time you notify us of the unauthorized activity or that your Card or PIN has been lost or stolen.

**Limited Liability.** UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION: ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR YOUR CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY THE BANK OR OUR SERVICE PROVIDERS SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.

**Our Business Days.** Our business days are Monday through Friday, excluding federal

and legal banking holidays in the State of Utah.

Notices. We may send notices to you at the last postal or e-mail address reflected for you

in our Card records or by otherwise making the information available to you. If your e-mail

or postal address changes, you agree to notify Customer Service immediately. Failure to do

being declined. You agree to provide notices to us by calling us at 1-877-287-2448 or

writing us at Customer Service, P.O. Box 6425, North Logan, Utah 84341.

**Third-Party Service Providers.** We may engage a third party such as Rapid Financial

Solutions to assist us in administering, supporting, and/or marketing the Card program and

otherwise performing our obligations under this Agreement.

**Delay of Rights.** We can waive or delay enforcement of any of our rights under this

Agreement without losing them.

**No Assignment by You.** You may not assign or transfer this Agreement or any of your

rights or obligations under this Agreement. Any attempt to the contrary (such as the grant

of a security interest) shall be null and void. This Agreement shall be binding on you, your

executors, administrators, and any permitted assigns.

**Invalidity.** If any term of this Agreement is determined to be invalid under applicable law,

the remaining terms shall continue in effect as if the invalid term had not been included.

**Changes in Terms.** Subject to the limitations of applicable law, we may at any time add

to, delete or change the terms of this Agreement by sending you a notice. We will not

change the fees or terms and conditions of expiration. Advance notice may not be given.

**Arbitration of Disputes.** Except as expressly provided below, any controversy that arises out of or is related to (a) the Card, (b) any service relating to the Card, or (c) this Agreement, whether based on statute, contract, tort, or any other legal theory, in which the aggregate amount in controversy for all claimants exceeds \$15,000, including interest and attorneys' fees, (any "Claim") will be settled on an individual basis by binding arbitration under the Federal Arbitration Act ("FAA"). Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute regarding whether a particular controversy is subject to arbitration will be decided by the arbitrator(s). If any part of the damages or other relief requested is not expressly stated as a dollar amount, the controversy will be a Claim that is subject to arbitration. You and Bank acknowledge and agree that the transactions contemplated by use of the Card, and any controversy that may arise under or relate to the Card, Card services, or this Agreement involve "commerce" as that term is defined and used in the FAA.

The arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules (the "Arbitration Rules"). We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. The Arbitration Rules permit you to request denial or reduction of the administrative fees of arbitration if paying them would cause you a hardship. Any in-person arbitration hearing will be held in Cache County, Utah, where our employees and records of the Card are located. It is within the arbitrator's discretion to order the arbitration to take place by telephone.

Each arbitrator shall be a licensed attorney who has been engaged in the private practice of law continuously during the 10 years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction. The arbitrator or a retired judge of a court of general or appellate jurisdiction. The arbitration award shall award only such relief as a court of competent jurisdiction could properly award under applicable law, including attorneys' fees if allowed by applicable law or agreement, and may award to the prevailing party all pre- and post-award expenses of arbitration. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. The filing of a demand for arbitration in accordance with the Arbitration Rules will be deemed the commencement of an action for purposes of any applicable statute of limitations. There will be no class Claims—Claims by or on behalf of other persons will not be considered in or consolidated with the arbitration proceedings between you and Bank.

The Agreement does not limit the right of you or us whether before, during or after the arbitration proceeding, to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief (other than a stay of arbitration) necessary to protect the rights or property of the party seeking relief pending the arbitrator's determination of the merits of the Claim or the Bank's exercise of self-help remedies, such as the right of set-off. The taking of any of the actions described in the preceding sentence by either party or the filing of a court action by a party shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action. This arbitration provision will survive the termination of your relationship with Bank, whether evidenced by this Agreement or otherwise.

You understand, acknowledge and agree that: you have read carefully this provision in which you and Bank have agreed to arbitrate disputes; this provision limits or waives certain of your rights, including the right to bring a court action and to have a jury trial; there will be no class claims in arbitration; discovery may be more limited in arbitration than in a court proceeding; the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment; and certain other rights you have in a court proceeding also may not be available in arbitration.

**Questions.** If you have questions regarding your Card, you may call us at 1-877-287-2448 or write to Customer Service, P.O. Box 6425, North Logan, Utah 84341.

When you use your Card to initiate a transaction at certain merchants (e.g., gas stations, hotels, restaurants, and car rentals), the merchant may request confirmation of the Card's validity and authorization for the transaction. Note: The amount may be estimated by the merchant and may include a gratuity. You agree that we may place a temporary hold on your Card balance for the estimated amount, even if it exceeds the amount of your ultimate transaction. Any excess will be released later after the transaction is finally settled through the system.

**Your Obligation for Overdrafts.** There is no overdraft/credit feature associated with this Card. You agree not to conduct transactions which would cause your Card balance to become overdrafted. If a merchant attempts to process a transaction for more than your Card's available balance, the transaction may be declined. If you conduct transactions in an amount that exceeds the balance on your Card, you agree to pay us the overdraft amount immediately, without further demand. **Merchant Refunds and Disputes.** Depending on the merchant, any refund for goods or services purchased with the Card may be made in the form of a credit to the Card. You are not entitled to receive a cash refund.

We are not responsible for the delivery, quality, safety, legality or any other aspect of the goods and services that you purchase from others with a Card. All such disputes



**Foreign Transactions.** If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or card association that processes the transaction may convert any related debit card U.S. dollars in accordance with the then current practice. MasterCard currently uses a conversion rate that is either 3% overstated or understated, a range of rates available in the wholesale currency market on or one day prior to the date of transaction processing that trade that rate may be different from the rate the association itself receives, or for the government-mandated rate. This conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your Card. We may impose a charge on that transaction amount (including reversal) for each transaction that you conduct outside the United States or in a foreign currency. This charge is in addition to any applicable ATM fee, SaaS Fees and Chargeback section.

**Fees and Charges.** We will charge you, and you agree to pay, the fees, charges, and debit balances we normally deduct, levy and charges automatically in money on the Card balance at the time a fee or charge is incurred.

SHOW ALL FEES FOR ACCESS/RETAIN/ANNUAL CARD	
All fees	Amount Details
Card started	
Card activation	\$0
Maintenance	
Monthly Account Maintenance	\$1.50 Fee begins 3 calendar
Spending transfer money	
Point of Sale (POS) transaction	\$0 Per PIN or Signature
Point of Sale (POS) transaction	\$0

days after the card is activated or 90 days after card issuance if not activated.

Transfer to bank account	\$0	No fee for transfer
Transfer to check	\$0	No fee for transfer
Transfer to PayPal	\$0	No fee for transfer
Transfer to Amazon	\$0	No fee for transfer
Send cash (inside and outside U.S.)		
ATM withdrawal	\$2.75	Per transaction

Any participating merchant location.  
 Funds from your card to your U.S. bank account.  
 Funds from your card and receive a check.  
 Funds from your card to your PayPal® account. Registration required.  
 Funds from your card to your Amazon® account. Registration required.

Information	Amount	Comments
ATM decline	\$2.75	Per transaction. ATM Operator.
Teller cash advance	\$0	Per transaction. With principal financial institution.
Cash back at POS	\$0	No fee for request.

**Location:** This is our fee. You may also be charged a fee by the merchant. This card is used as tender cash advance at any MasterCard® institution.

Customer service (live agent)	\$0	No fee for calling a
Customer service (automated)	\$0	No fee for calling a
ATM balance inquiry	\$1.50	Per inquiry. Any loc

our customer service line,  
our automated IVR or using our mobile app.  
This is our fee.

UNIT	PIN change	83	the fee for alterations

and James H. ...

Card replacement	\$2.99	Per card for first or second replacement
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**John and Jane:** **No fee for expired card replacement!**

[illegible][illegible]

Your funds will be held at or transferred to Access Bank, an FDIC insured institution. Once those your funds are insured up to \$250,000 by the FDIC in the amount listed above, you will receive a letter from Access Bank.

For more information, contact your local branch office.

work is approved, important improvements are made and your car is repaired well.

Canoe Rapid Financial Solutions by calling 1-877-287-2113, by mail to P.O. Box 6425, Mc-

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1. 本報告は、我が国の経済成長と環境問題との関係について、長期的な視点から検討する。まず、戦後から現在までの経済成長と環境問題の関係を、時系列的に整理する。次に、環境問題の発生メカニズムを、経済成長と環境問題の関係を、時系列的に整理する。次に、環境問題の発生メカニズムを、経済成長と環境問題の関係を、時系列的に整理する。

Figure 1. The effect of the concentration of the *Agaricus bisporus* spores on the growth of *Agaricus bisporus* on the substrate. The concentration of the spores was 10<sup>4</sup> spores/ml (a), 10<sup>5</sup> spores/ml (b), 10<sup>6</sup> spores/ml (c), 10<sup>7</sup> spores/ml (d), 10<sup>8</sup> spores/ml (e), 10<sup>9</sup> spores/ml (f), 10<sup>10</sup> spores/ml (g), 10<sup>11</sup> spores/ml (h), 10<sup>12</sup> spores/ml (i), 10<sup>13</sup> spores/ml (j), 10<sup>14</sup> spores/ml (k), 10<sup>15</sup> spores/ml (l). The substrate was 100 g of the substrate. The concentration of the spores was 10<sup>4</sup> spores/ml (a), 10<sup>5</sup> spores/ml (b), 10<sup>6</sup> spores/ml (c), 10<sup>7</sup> spores/ml (d), 10<sup>8</sup> spores/ml (e), 10<sup>9</sup> spores/ml (f), 10<sup>10</sup> spores/ml (g), 10<sup>11</sup> spores/ml (h), 10<sup>12</sup> spores/ml (i), 10<sup>13</sup> spores/ml (j), 10<sup>14</sup> spores/ml (k), 10<sup>15</sup> spores/ml (l). The substrate was 100 g of the substrate.

1. The first step is to identify the problem. In this case, the problem is that the company is not meeting its sales targets. The second step is to analyze the data. The third step is to develop a plan. The fourth step is to implement the plan. The fifth step is to evaluate the results.

THE UNIVERSITY OF CHICAGO

All fees	Amount	Details
Get started		
Card activation	\$0	
Maintenance		
Weekly Account Maintenance	\$1.50	Fee begins 3 calendar days after the card is activated or 30 days after card issuance if not activated.
Signature (Amazon mobile)		
Point of Sale (POS) transaction	\$0	Per PIN or Signature transaction. Any participating merchant location.
Point of Sale (POS) decline	\$0	Per PIN or Signature transaction. Any participating merchant location.
Transfer to bank account	\$0	No fee for transferring funds from your card to your U.S. bank account.
Transfer to check	\$0	No fee for transferring funds from your card and receive a check.
Transfer to PayPal®	\$0	No fee for transferring funds from your card to your PayPal® account. Registration required.
Transfer to Amazon®	\$0	No fee for transferring funds from your card to your Amazon® account. Registration required.
Cash (in-store and online U.S.)		
ATM withdrawal	\$2.75	Per transaction. Any location. This is our fee. You may also be charged a fee by the ATM operator.
ATM decline	\$2.75	Per transaction. Any location. This is our fee.
Teller cash advance	\$0	Per transaction. When card is used as teller cash advance at any MasterCard® principal financial institution.
Cash back at POS	\$0	No fee for requesting cash back at a merchant POS.
Information:		
Customer service (live agent)	\$0	No fee for calling our customer service line.
Customer service (automated)	\$0	No fee for calling our automated IVR or using our mobile app.
ATM balance inquiry	\$1.50	Per inquiry. Any location. This is our fee.
Online		
PIN change	\$0	No fee for changing your card PIN.
Card replacement	\$2.99	Per card for lost or stolen cards. No fee for expired card replacement.